

Exhibit B

Officers, Directors and Legal Counsel

Below is a list of the Applicants Officers, Directors and Counsel. All listed below share the following address:

1717 N Loop 1604 E, Suite 300
San Antonio, Texas 78232
(210) 403-9100

Richard E. Burk, President & Chief Executive Officer, Chairman of the Board

Ellen M. Frattini, Executive Vice President and Chief Operating Officer

Kenneth F. Melley, Jr., Vice President of Market Development

Stan Masters, Senior Vice President of Sales

W. Audie Long, Senior Vice President and general Counsel

Rick Gallo, Vice President of Payphone Sales

Patrick M. Aelvoet , Senior Vice President and Chief Financial Officer

Exhibit D

Resumes of Key Employees

Richard E. Burk, President & Chief Executive Officer, Chairman of the Board

Richard E. Burk has nearly thirty (30) years experience in the telecommunications industry, in sales, marketing, operations and executive management positions. From 1994 through April 1998, Richard was president of Texaltel, (Texas Association of Long Distance Telephone Companies) an industry group whose primary role is representing the industry at the Public Utilities Commission and the Texas Legislature on policy and regulatory issues. Richard currently serves as Chairman of the Board of Directors of Comptel (the National Association of Competitive Telecommunications providers), representing over 340 telecommunication companies of all sizes, from industry giants such as MCI WorldCom, to companies as small as nii communications.

From June 1996 to July 1998, Richard was Vice President of Strategic Planning of USLD Communications, one of the 10 largest publicly held long distance companies in the United States. At USLD Richard chaired the strategic planning committee that established the critical strategies for USLD's success. He was responsible for all new product development in the marketing area and the deployment of local exchange service on a national level. During his tenure at USLD, that company entered into the local exchange business in 22 states, providing service to small, medium and large businesses as well as to the privately owned pay telephone industry. Within 18 months of inception, the local exchange business started at USLD was generating over a million dollars a month in revenue and was one of the more successful local exchange strategies in the United States.

From January to June of 1996, Richard operated nii communications (then known as network intelligence inc.) as a telecommunications consulting firm. His clients included American Telco, (now Logixs), Dial US Corp. in Missouri (now part of McCloud) and USLD (now part of Qwest). He was instrumental in developing marketing strategies that allowed each of these companies to enter the local exchange business.

From October 1990 to January 1996, Richard was Vice President of Operations for American Telco Inc. His responsibilities included managing that company's long distance network and information systems including software development, as well as overseeing the Company's regulatory affairs and marketing functions. During his tenure, American Telco Inc. grew from a \$16 million long distance company operating primarily in Houston, Texas to a \$40 million local and long distance company operating throughout the state of Texas.

From April 1984 to October 1990, Richard was President of Value Line Longview, Inc., a start up competitive long distance company. Annual sales at Value Line Longview grew from \$250,000 to over 10 million under Richard's leadership, and Value Line Longview is currently one of the most active competitive long distance and local exchange companies in Texas.

Prior to 1984, Richard worked for eight years for Southwestern Bell Telephone and AT&T in their marketing department and also served a number of major end users as a telecommunications consultant.

Ellen M. Frattini, Executive Vice President and Chief Operating Officer

Ellen has been with nii communications since February 1, 1999 and is responsible for the day to day operations of customer service, provisioning, human resources and purchasing. She is also charged with interfacing with underlying network providers and providers of billing and operational support systems, overseeing support systems for the agency program, and overall P&L responsibility for the business.

From July 1997 to January 1999 Ellen was Senior Director of Local & Operator services for USLD Corp. At USLD, she oversaw the deployment of local service throughout the United States, and later managed the ongoing operation of USLD's local exchange business, providing services to small and medium sized businesses as well as to the private pay telephone industry.

From December 1988 to July 1997, Ellen was a Branch Chief working for the U.S. Government in connection with the Defense Department and the United States Air Force in San Antonio, Texas. Her responsibilities included overseeing the communications and computer operations division within the Defense Megacenter in San Antonio, Texas. From 1993 to 1995 she planned, organized and directed the consolidation of 16 United States Air Force Bases computer processing centers into the Defense MegaCenter. Prior to her government position, Ellen served as Vice President of the computer division of Americorp Enterprises, Inc. in San Antonio, Texas where she was responsible for the computer division, establishing training, telephone support and conducting all of the responsibilities relative to the computer information systems of that enterprise.

Ellen has a Bachelor of Business Administration Degree and a Master of Business Administration Degree from Our Lady of the Lake University in San Antonio, Texas. She is an active member of the American Association of University Women and Delta Mu Delta National Business Honor Society. Ellen currently serves on the Board of Directors for the Executive Women's Golf Association and has served on the Board of Directors of SWCTA/Texaltel.

Kenneth F. Melley, Jr., Vice President of Market Development

Ken Melley has over sixteen- (16) years experience in the telecommunications industry. He began his career as a Pricing Analyst for Contel, an incumbent local telephone company, in their Northeast Regional Offices in Virginia. Ken joined U.S. Long Distance in 1990 as Director of Regulatory Affairs and was promoted to Vice President in 1995. Ken's responsibilities included oversight of the company's regulatory compliance and certification as the company expanded across the United States first as an operator service provider then as a facilities-based long distance carrier. Ken also directed the company's policy advocacy on a state and national level, and he played a significant role in the industry's lobbying efforts towards introducing competition into the local telecommunications market. After the Telecommunication Act of 1996 was passed, he obtained local certification on behalf of the company in twenty-two states and participated in negotiating local interconnection agreements with Southwestern Bell, Pacific Bell, NYNEX and Bell South. Ken fulfilled these responsibilities until 1998 after U.S. Long Distance was acquired by LCI International. During his tenure with USLD, the

company grew from \$12 million annual revenues to over \$250 million, at the time ranking it as one of the ten largest long distance providers in the nation.

In 1998 Ken became Vice President of Regulatory Affairs for WorldxChange Communications, an international facilities-based wholesale and retail telecommunications provider. Ken was responsible for compliance monitoring, state and federal reporting requirements, product and program review and approval, sales contract implementation and enforcement, and a variety of operational duties.

Ken has served as a Board Member of several industry organizations including SWCTA/TEXALTEL ('93-'03), CalTel ('96-'98), ACTA ('98-'99) and CompTel ('99-'00).

Stan Masters, Senior Vice President of Sales

Stan Masters joined nii communications in October 2001. Stan has twenty-one (21) years of communications, sales, and executive management experience. In his position with nii communications, Stan is responsible for generating revenue from sales and agency support in current markets, as well as the expansion of new markets.

Stan's career has evolved with the communications industry since the 1984 divestiture. Most recently, he was employed as Senior Vice President of Sales for FirstWorld Communications. Headquartered in Denver, Colorado, FirstWorld was a specialized provider of outsourced data center, managed services, and Web application-hosting solutions for businesses. The company provided customers space, power and Internet access within nine geographically dispersed data centers. They also provided dedicated Internet-connected servers that were packaged as a complete Web, database, or application hosting solution.

From June 1991 to July 1998 Stan held various executive positions with USLD Communications. In 1997, LCI acquired USLD, which was then was one of the top 10 publicly held communication companies in the United States. Through subsequent acquisition, USLD is now Qwest Communications. During Stan's tenure at USLD, the company developed from an operator service provider to a full-service communications company providing commercial and residential local and long distance, operator, internet and wholesale services. In 1994, he was promoted to Senior Vice President of Sales and Customer Service responsible for top and bottom line revenue generated by the company through all of its sales channels. His responsibilities also included management of the customer service and the operator service centers.

Prior to USLD, Stan was with Telecom USA from 1984 until its acquisition in 1990 by MCI. He held various sales management positions with the company.

W. Audie Long, Senior Vice President and General Counsel

W. Audie Long has over thirty-six (36) years' experience practicing corporate and securities law, of which 17 years were in the telecommunications industry. Mr. Long joined U.S. Long Distance Corp., based in San Antonio, Texas, in 1988 as Senior Vice President, General Counsel and Secretary. He was responsible for compliance by U.S. Long Distance and its subsidiaries with federal and state laws and regulations, including compliance issues for the Securities and Exchange Commission, Federal Communication Commission, Nasdaq and various state public utilities commissions. From 1988 through 1997, Mr. Long was responsible for the due diligence and completion of approximately 15 acquisitions, two public offerings and the public spin-off of a subsidiary to shareholders as well as other in-house management and legal duties. Mr. Long fulfilled these duties until he oversaw the Company's \$650 million acquisition by LCI International, Inc. in December 1997.

In February 1998 Mr. Long joined Billing Concepts Corp. as Senior Vice President, General Counsel and Secretary performing similar functions as at U.S. Long Distance until its assets were sold in a private sale in 2000.

Mr. Long joined nii communications, inc. in December 2002 as Vice President and General Counsel. His duties include review and preparation of all contracts involving the Company, including employment agreements, leases, customer and agent agreements and loan documents.

He attended North Texas University, where he earned a BBA, and received his JD degree from Southern Methodist University in 1969.

Rick Gallo, Vice President of Payphone Sales

Rick Gallo joined nii communications in August 2001. Rick has twenty-one (21) years of telecommunications, sales, and management experience.

Rick's career has evolved with the communications industry since the 1984 divestiture. Most recently, he was employed as Regional Vice President of Sales for Qwest. Headquartered in San Antonio, Texas. Rick had overall P&L and day-to-day management responsibilities for retail field sales in the Western States. In this assignment he was also responsible new field sales revenue (long distance, data, and Centrex), existing customer revenue and agent sales.

From June 1993 to July 1998 Rick held various positions with USLD Communications. In 1997, LCI acquired USLD, which was then was one of the top 10 publicly held communication companies in the United States. Through subsequent acquisition, USLD is now Qwest Communications. During Rick's tenure at USLD, the company developed from an operator service provider to a full-service communications company providing commercial and residential local and long distance, operator, internet and wholesale services.

Prior to USLD, Rick was with Telecom USA from 1984 until its acquisition in 1990 by MCI. He held various positions with the company initially serving as a sales representative and later was promoted to Director of the Teleconnect Agency Program (TAP). The model of the TAP program is similar to nii's business plan.

After attending the Loras College with a BA degree in general business, Rick completed five plus years with Xerox Corporation. Starting as field sales representative and then advancing to an Account Sales Representative.

Patrick M. Aelvoet , Senior Vice President and Chief Financial Officer

Patrick Aelvoet joined nii communications in May 2004. Pat has twelve (12) years of business and finance experience in the telecommunications industry.

Prior to joining nii, Patrick served as Chief Financial Officer of European Operations for World Access Communications. While at World Access, he was responsible for an annual budget of approximately \$500 million and integrating over 50 entities acquired via corporate expansion in 13 countries into one corporate structure.

Prior to working with World Access Communications, Patrick was employed by WorldxChange Communications as Chief Financial Officer. During his tenure at WorldxChange he assisted in raising over \$170 million in private placement equity and debt offerings. Before going to WorldxChange, Patrick was the Vice President and Corporate Controller for USLD Communications. At both WorldxChange and USLD, he played an integral role in the acquisition and integration of numerous telecommunications companies and in the subsequent sale of each of the two companies.

Prior to working for USLD, Patrick spent eight years with KPMG. He is a CPA and an alumnus of the University of Texas at Austin.

Exhibit E

Proposed Local Tariff

nii communications, LP

Competitive Local Exchange Services

Governing Competitive Local Telephone Services within the State of South
Carolina

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by nii communications, LP ("NII"), with principal offices at 1717 N. Loop 1604 E. Suite 300, San Antonio, TX 78232. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business or at the Commission's headquarters, 101 Executive Center Dr., Suite 100 Columbia, SC 29210, (803) 896-5100

Issued:

Effective:

Dana Hoyle, Manager of Regulatory Affairs
nii communications, LP
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I. CHECK SHEET

Pages 1 through 88 of this tariff shown below are effective as of the date shown at the bottom of each respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
Title Page	Original	31	Original	62	Original
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13	Original	44	Original	75	Original
14	Original	45	Original	76	Original
15	Original	46	Original	77	Original
16	Original	47	Original	78	Original
17	Original	48	Original	79	Original
18	Original	49	Original	80	Original
19	Original	50	Original	81	Original
20	Original	51	Original	82	Original
21	Original	52	Original	83	Original
22	Original	53	Original	84	Original
23	Original	54	Original	85	Original
24	Original	55	Original	86	Original
25	Original	56	Original	87	Original
26	Original	57	Original	88	Original
27	Original	58	Original		
28	Original	59	Original		
29	Original	60	Original		
30	Original	61	Original		

Note: Future revisions to these Original tariff pages will include an updated Check Sheet. The updated Check Sheet will include an asterisk (*) beside the applicable page number and the Caption "XX Revised"

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SOUTH CAROLINA Tariff No. 1
Original Page No. 6

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SOUTH CAROLINA Tariff No. 1
Original Page No. 7

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III. TARIFF FORMAT

- A. Page Numbering: Page numbers appear in the upper right corner of the page. Each page is numbered sequentially. If new pages are added to this tariff between pages already in effect, a decimal will be added to the previously sequentially numbered page.
- B. Page Revision Numbers: Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the South Carolina Public Service Commission.
- C. Paragraph Numbering Sequence: There are six levels of paragraph coding. Each level of coding is subservient to its next higher level as shown:
 - 2.
 - 2.1.
 - 2.1.A.
 - 2.1.A.1.
 - 2.1.A.1.(a).
 - 2.1.A.1.(a).I.
 - 2.1.A.1.(a).I.(i).
 - 2.1.A.1.(a).I.(i).(1)

IV. CONNECTING, CONCURRING AND PARTICIPATING CARRIERS

Connecting Carriers – None

Concurring Carriers - None

Participating Carriers - None

V. EXPLANATION OF ABBREVIATIONS, REFERENCE MARKS AND SYMBOLS

The following symbols are used in this tariff for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify material moved from another location in the tariff.
- (N) To signify new rate or regulation
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text, but no change in rate, rule or condition.

In addition to symbols for changes, each changed provision in the tariff shall contain a vertical line that clearly shows the exact number of lines being changed.

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VI. APPLICATION OF TARIFF

The rates, terms and conditions herein apply to the provision of local, long distance and exchange access telecommunications services by nii communications, LP for locations throughout the State of South Carolina.

VII. ACCESSIBILITY OF TARIFF

This tariff is available for review at the main office of the Company at:

nii communications, LP
Attn: Regulatory Department
1717 N. Loop 1604 E.
Suite 300
San Antonio, TX 78232
(800) 932-3963

Additionally, this tariff is accessible to the public through the Company's corporate website at:

<http://www.niicomcommunications.com>

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VIII. General Rules

SECTION 1 - DEFINITIONS

1.1. Definitions of Technical Terms and Abbreviations

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Line: An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Account Code: A numerical code, one or more of which are assigned to a customer to enable the Company to identify use of service on his account and to bill the customer accordingly for such service. Multiple account codes can be assigned to a customer to identify individual users or groups of users on his account.

Advance Payment: Part or all of a payment required before the start of service.

Alternate Billing: Payment arrangements for calls completed over the Company's network which are other than those billed directly by the Company to the originating line.

Authorized User: A person, firm, corporation, or other entity authorized by the customer to receive or send communications over the Company's network.

Automatic Location Identification (ALI): The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

Automatic Numbering Identification (ANI): A type of signaling provided by a local exchange telephone company, which automatically identifies the local exchange line from which a call originates.

Bandwidth: The total frequency band, in hertz, allocated for a channel.

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VIII. General Rules (Continued)

SECTION 1 – DEFINITIONS (Continued)

1.1. Definitions of Technical Terms and Abbreviations (Continued)

Basic Serving Agreement (BSA): 1. The fundamental tariffed switching and transmission (and other) services that an operating company must provide to an enhanced service provider (ESP) to connect with its customers through the company network. 2. In an open-network-architecture context, the fundamental underlying connection of an enhanced service provider (ESP) to and through the operating company's network including an ESP access link, the features and functions associated with that access link at the central office serving the ESP and/or other offices, and the transport (dedicated or switched) within the network that completes the connection from the ESP to the central office serving its customers or to capabilities associated with the customer's complementary network services. *Note*: Each component may have a number of categories of network characteristics. Within these categories of network characteristics are alternatives from among which the customer must choose. Examples of BSA components are ESP access link, transport and/or usage.

Basic Service Element (BSE): 1. An optional unbundled feature, generally associated with the basic serving arrangement (BSA), that an enhanced-service provider (ESP) may require or find useful in configuring an enhanced service. 2. A fundamental (basic) communication network service; an optional network capability associated with a BSA. *Note*: BSEs constitute optional capabilities to which the customer may subscribe or decline to subscribe.

Call Initiation: The point in time when the exchange network facilities are initially allocated for the establishment of a specific call.

Call Termination: The point in time when the exchange network facilities allocated to a specific call is released for reuse by the network.

Central Office: An operating office of a Telephone Company where connections are made between telephone exchange lines.

Commission: The South Carolina Public Service Commission.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Used throughout this tariff to mean nii communications, LP (NII).

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VIII. General Rules (Continued)

SECTION 1 – DEFINITIONS (Continued)

1.1. Definitions of Technical Terms and Abbreviations (Continued)

Customer Owned Pay Telephone Service (COPTS) – A one-party exchange service equipped for touch-tone signaling, and authorized for connection with customer-provided pay telephone equipment.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff. The Subscriber is the Customer in cases of presubscribed direct-billed service and exchange access service, whereas the End User is the Customer when alternative billing methods are chosen.

Customer Provided Equipment: Terminal equipment, as defined herein, provided by a customer.

Demarcation Point (DMARC): The physical dividing point between the Telephone Company's facilities and the Customer's premises equipment and/or cabling.

Direct Billing: Payment arrangements for calls completed over the Company's network which are billed on a regular basis to the billing telephone number associated with the originating telephone number(s).

Direct Inward Dial (DID): A service attribute that routes incoming calls directly to stations, bypassing a central answering point.

Exchange Access Service: Switched or Special Access to the Company's network by any Interconnecting Carrier for the purpose of originating or terminating communications.

Disconnection: The disconnection of a circuit, dedicated access line or port connection being used for existing service.

End Use: The calling or called party using the services of the Company and therefore responsible for the associated charges.

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VIII. General Rules (Continued)

SECTION 1 – DEFINITIONS (Continued)

1.1. Definitions of Technical Terms and Abbreviations (Continued)

Exchange: A unit established by a utility for communication service in a specific geographic area, which unit usually embraces a city, town or community and its environs. It usually consists of one or more central offices together with the associated plant used in furnishing communication service to the general public within that area.

Facility: Trunks, lines or other transmission media by which a common carrier originates and/or terminates interexchange messages to and/or from the exchange access network of the Company.

Holidays: The Company's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

Inbound Minutes: Length of time, in minutes, of calls made to a Customer's pre-subscribed toll free number which are billed to a Customer's account as incoming toll charges.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio between two or more exchanges.

LATA: A Local Access and Transport Area pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariffs.

Local Calling Area: The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Local Exchange Carrier (LEC): Local Exchange Carrier refers to the dominant, monopoly local telephone company in the area served by the company.

Loop: A segment of a line, which extends from the serving central office to the originating and terminating points.

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VIII. General Rules (Continued)

SECTION 1 – DEFINITIONS (Continued)

1.1. Definitions of Technical Terms and Abbreviations (Continued)

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Message Toll Service Charge: An incremental or measured charge assessed to the Customer on a call where such increment reflects a measure of the call's duration, such as one minute, six seconds, three minutes etc.

nii: nii communications, LP

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

MOU: Minutes of Use.

Multi-line Hunt: A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

Non-recurring Charge: The initial charge, usually assessed on a one-time basis, to initiate or establish service.

"0+" Call - A call made by the caller dialing the digit "0" followed by the terminating telephone number. On some automated call equipment, a digit or digits may be dialed between the "0" and the terminating telephone number.

"0-" Call - A call made by the caller dialing the digit "0" and no other digits within 5 seconds. A "0-" call may be made after a digit (or digits) to access the local network is (are) dialed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of Switched Access or a telephone exchange.

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VIII. General Rules (Continued)

SECTION 1 – DEFINITIONS (Continued)

1.1. Definitions of Technical Terms and Abbreviations (Continued)

Operator Service: Any service using live operator or automated operator functions for the handling of telephone service, such as local collect, toll calling via collect, third number billing, credit card and calling card services. The transmission of "1-800 and 1-888" numbers, where the called party has arranged to be billed, is not operator service.

Originating Line Screening (OLS) - A two digit code passed by the local switching system with the ANI at the beginning of a call that provides information about the originating line.

Outbound Minutes: Length of time, in minutes, of calls made from the Customer's local telephone number.

Pay Telephone Service: A telecommunications service utilizing any coin, coinless, credit card reader, or cordless instrument that can be used by members of the general public, or business patrons, employees, and/or visitors of the premises owner or lessee where pay telephone service is installed, provided that the user pays for local or toll calls from such instrument on a per call basis. Pay per call telephone service provided to inmates of correctional facilities is pay telephone service. Coinless telephones provided in guestrooms by a hotel/motel are not pay telephones. A telephone that is primarily used by business patrons, employees, and/or visitors of the premises owner is not a pay telephone if all local calls and "1-800" and "1-888" calls from such telephones are free to the end user.

PBX: Private Branch Exchange.

Port: A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

Premises: The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

Provider of Pay Telephone Service - A subscriber to COPTS, that registers with the South Carolina Public Service Commission to provide pay telephone service to end users.

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VIII. General Rules (Continued)

SECTION 1 – DEFINITIONS (Continued)

1.1. Definitions of Technical Terms and Abbreviations (Continued)

Service Agreement: A standard order form that includes all pertinent billing, technical, and other descriptive information pertaining to the Customer that will enable the Company to provide the communication service as required.

Special Access Service: Dedicated access between a Customer's Premises and another Point of Presence for the purpose of originating or terminating communications.

Subscriber: The person or legal entity that enters into direct billing arrangements for the Company's telecommunications services.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Telecommunications: The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, or other similar communications.

Time of Day: Day, as referred to in this tariff, shall mean 8:00 A.M. until 4:59 P.M., Monday through Friday; Evening shall refer to 5:00 P.M. until 10:59 P.M., Sunday through Friday, and all day on the Company recognized Holidays; Night/Weekend shall refer to 11:00 P.M. until 7:59 A.M., Sunday through Friday, all day Saturday, and from 12:00 A.M. until 4:59 P.M. Sunday, unless otherwise stated herein.

Toll Call: Any call extending beyond the local exchange of the originating caller which is not rated on a toll schedule by the Company.

User: A Customer or an Authorized User as defined herein who uses the Company's services as provided under this tariff.

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VIII. General Rules (Continued)

SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

- A. Local Service consists of furnishing retail communications services within the local calling scope of a customer's exchange service area.
- B. Toll Service consists of furnishing retail communications services from an originating exchange service to a terminating exchange service area wherein such terminating exchange service area is not within the local calling scope of the originating exchange service area.
- C. Exchange Access Service consists of furnishing interchange carriers with originating and/or terminating communications service to and from fixed local access facilities associated with the Company's retail subscriber locations in connection with one-way and/or two-way information transmission between points within the State of South Carolina.

2.2 Customer Service Orders

Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.3. Description of Service

- A. The Company provides local and toll telephone service for communications between and among various points originating in the State of South Carolina.
- B. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangements.
- C. The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available 24 hours a day, seven days a week.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.4. Responsibilities of the Subscriber

- A. The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that any users who access the Company's services using facilities or equipment owned or controlled by the Subscriber comply with tariff regulations. The subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements as they exist from time to time of any governmental entity relating to services provided to the subscriber by the Company. The subscriber is also responsible for the payment of charges for services originating from or billed to the Subscriber's numbers or facilities either via direct or remote access and where the responsibility for charges for such services have not been accepted by another party prior to the provision thereof.
- B. The subscriber is responsible for charges incurred for special construction and/or special facilities that the subscriber requests and which are ordered by the Company on the subscriber's behalf.
- C. If required for the provision of the Company's services, the subscriber must provide any equipment, space, supporting structure, conduit and electrical power without charge to the Company.
- D. The subscriber is responsible for arranging access to its premises at times mutually acceptable to the Company and the subscriber when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's service.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.4. Responsibilities of the Subscriber (Continued)

- E. The subscriber shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company network are the proper mode, bandwidth, power, and signal level for the intended use of the subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other subscribers. If the Federal Communications Commission or other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the subscriber fails to maintain the equipment and/or the system properly, with resulting harm to the Company equipment, personnel, or the quality of service to other subscribers, the Company may, upon written notice, require the use of protective equipment at the subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may terminate the subscriber's service.
- F. The subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligence or willful act of the subscriber, users, or others, by improper use of the services, or by use of equipment provided by subscribers, users, or others.
- G. The subscriber must pay for the loss through theft of any the Company equipment installed at subscriber's premises.
- H. When ordering Access Service, the Customer's projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.5. Responsibilities of the End User

- A. The End User is responsible for compliance with the applicable regulations concerning use as set forth in this tariff.

2.6 Limitations on Service

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Currently, service is only available to subscribers whose premises are within the local service area of BellSouth Telephone Company.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, when the customer is using the service in violation of the provisions of this tariff or in violation of the law, or when the Company deems it necessary to take such action to prevent fraud or other unlawful use of its Service.
- C. Title to all equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.7. Use of Service

- A. Service may be used for the transmission of communications by the customer.
- B. Service may not be used for any unlawful purpose.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.8. Payment and Billing of Customers

- A. Service to customers is provided and billed on a monthly basis. The Company will assign each new customer to a monthly billing cycle, and reserves the right to reassign billing cycles at any time. Customers initiating service after the start of a billing cycle will be billed at the next monthly billing cycle. Any minimum billing cycle usage, usage requirements and minimum billing usage charges shall be pro-rated based on 30 days per month in accordance with the number of days the Company's service was capable of being utilized by a customer during a billing cycle. Billing is payable upon receipt. All bills will show a delinquent date of not less than twenty (20) days from the bill date. However, the Company may demand immediate payment under the following circumstances:
1. Where service is terminated or abandoned.
 2. Where toll service is two (2) times greater than the customer's average toll usage as reflected on the customer's bills for the three (3) previous billing cycles, or, in the case of a new customer who has been receiving service for less than four (4) billing cycles, where the toll service is twice the estimated per billing cycle toll service.
- B. The demand for immediate payment will be accompanied by a bill that itemizes the charges for which payment is demanded, or, if the demand is made orally, an itemized bill will be mailed or delivered to the customer within three (3) days after the demand is made.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.8. Payment and Billing of Customers (Continued)

- C. The customer is responsible for payment of all charges for services provided by the Company to the Customer's location and/or facility. Charges for installation, removal, equipment security deposits, moves and rearrangements are payable upon demand by the Company. The initial billing will include the charges, if any, for the first billing cycle's minimum charges. Thereafter, charges for services under this tariff based on actual usage during a billing cycle will be billed each cycle in arrears.
- D. All applicable taxes, charges, exaction, fees, or the like that must be paid to any governmental authority for the provision, use, consumption, or enjoyment of service and which may be charged directly to the customer will be separately stated on the customer's bill and collected from the customer.
- E. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.
- F. If notice of a dispute as to charges is not received, in writing or by telephone, by the Company within ninety (90) days after a billing invoice is issued, the invoice shall be considered correct and binding on the customer.
- G. In the event that a check or draft tendered to the Company by a customer or applicant is returned, a returned check fee will apply. The returned check fee will be assessed when a check or instrument of payment issued by a customer or applicant is returned without payment for any reason whatsoever, including without limitation unauthorized signature, missing or incorrect information, or insufficient or uncollected funds. The Company may waive the returned check fee upon presentation of documentary evidence by the customer that the return of the check was due to bank error. The amount of the returned check charge is \$20.00.

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VIII. General Rules (Continued)

SECTION 2 -- REGULATIONS (Continued)

2.8. Payment and Billing of Customers (Continued)

H. Contested Charges

For consideration of any disputed charge, a user must notify by phone or submit in writing to the Company, within ninety days of the date the bill is issued, the call detail and the basis for any requested adjustment. The Company will promptly investigate and advise the end user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

The Company's toll-free number for such requests is:

1-800-897-2448

Customers or end users that are dissatisfied with the response of the complaint may file their complaint with the South Carolina Public Service Commission for resolution of the issues.

The contact information for the South Carolina Public Service Commission's Consumer Services Department is:

South Carolina Public Service Commission
101 Executive Center Dr., Suite 100
Columbia, SC 29210
(803) 896-5100
(800) 922-1531 within South Carolina

Consumers may also visit their website at <http://www.regulatorystaff.sc.gov>.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.8. Payment and Billing of Customers (Continued)

I. Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.9. Minimum Period of Service

The minimum period of service is one month, except as otherwise provided in this tariff. The Customer must pay the regular tariffed rate for the service to which it subscribes for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.10. Cancellation by Customer

If the customer orders service requiring special facilities dedicated to the customer's use and subsequently cancels his order before the service begins, before completion of the minimum period, or before completion of some other period mutually agreed upon by the customer and the Company, a charge will be made to the customer for the non recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company and not fully reimbursed by installation, removal, and per billing cycle charges. If, based on the order, any construction has either begun or been completed, but no service has been provided, the non-recoverable cost of such construction shall be borne by the customer.

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VIII. General Rules (Continued)

SECTION 2 -- REGULATIONS (Continued)

2.11 Cancellation by the Company

A. Denial or Termination of Service Without Notice

A telecommunications service provider may refuse service or terminate existing service to an end-user without notice for tampering with the telecommunications service provider's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of the telecommunications service provider or other end-users.

B. Denial or Termination of Service After Notice

1. A telecommunications service provider may refuse service or terminate existing service to an end-user for any of the following reasons:
 - (a) Nonpayment of a bill for regulated telecommunications services
 - (b) For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer.
 - (c) For failure to make payment in accordance with the terms of a deferred payment arrangement.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.11. Cancellation by the Company (Continued)

C. Denial or termination of service after notice (Continued)

1. (Continued)

- (d) Violation of or non-compliance with any provision of law, or of this Chapter, or of the tariffs or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission.
- (e) Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
- (f) Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission.
- (g) Use of telephone service in such manner as to interfere with reasonable service to other end-users.

- 2. The telecommunications service provider shall provide documentation to the end-user upon request, indicating the reason(s) that service is being withheld.

- D. Upon an end-user's request to terminate local exchange service, the end-user's local exchange telecommunications service provider shall inform such end-user of the end-user's responsibility to contact the end user's IXC regarding continuance or termination of such service from the IXC.

E. Suspended Accounts

A telecommunications service provider may require each end-user whose service has been suspended for nonpayment of bills, to pay all amounts due the telecommunications service provider for regulated services or execute a deferred payment agreement, if offered, before service is restored.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.12. Discontinuance Procedure

- F. If, in the judgement of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel is occurring, or is likely to occur;
- G. The Company may discontinue service to a Customer after it has mailed or delivered by other means a written notice of discontinuance. Service shall not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.
- H. Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.
- I. Said notice shall remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company shall not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on the mailed notice.
- J. In addition to the written notice, the Company shall attempt to advise the Customer when service is scheduled for discontinuance.
- K. Service shall not be discontinued for a past due bill after 12 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of South Carolina, or any day when the Company's business offices are not open for business.
- L. Service shall not be discontinued, and shall be restored if discontinued for an amount due the Company, which has not been included in a discontinuance notice.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.12. Discontinuance Procedure (Continued)

M. Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

2.13. Inspection, Testing and Adjustment

A. The Company may upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the customer or the Company's equipment. The Company may interrupt the service at any time, without penalty to itself, because of departure from any of these requirements.

B. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.14. Interruption of Service

Credit allowances for interruptions of service that are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.17 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer within his control, or is not in equipment, if any, furnished by customer and connected to the Company's terminal.

2.15. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.16. Interconnection

- A. Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Company and other participating carriers shall be provided at the customer's expense.
- B. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with the Company's facilities. The customer shall secure all licenses, permits, rights-of-way, and other arrangements for such interconnection.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.17. Limitation of the Company's Liability

- A. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other state or local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- B. The Company shall not be liable for (a) any act or Omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with the Company; or (b) for the acts or omissions of common carriers or warehousemen.
- C. The Company shall not be liable for, and shall be fully indemnified and held harmless by customer against any claim or loss, expense or damage, including indirect, special or consequential damage, (1) for defamation, invasion or privacy, infringement of copyright or patent, unauthorized use of any trade mark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this tariff; or (2) for connecting, combining or adapting the Company's facilities with customer's apparatus or systems; or (3) for any act or omission of the customer; or (4) for any personal injury or death of any person or for any loss of or damage to customer's premises or any other property, whether owned by the customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company. No agent or employee or any other carrier shall be deemed to be an agent or employee of the Company.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.17. Limitation of the Company's Liability (Continued)

- D. The Company shall not be liable for any charges or costs incurred by customer for use of another Carrier's services whether caused by failure of the Company's equipment or service or otherwise.
- E. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omission of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurred.
- F. Emergency 911 Service is offered solely as an aid in handling assistance calls in connection with fire, police, and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.17. Limitation of the Company's Liability (Continued)

- G. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- H. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.18. Terminal Equipment

- A. The Company's facilities and service may be used with or terminated in customer-provided terminal equipment or customer-provided communications systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like, incurred in his use of the Company's service.
- B. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth in Subpart B of the Federal Communications Commission's Rule (47 C.F.R. 68.100 - 68.110) and shall not interfere with service furnished to other customers. These rules require that terminal equipment either be registered in accordance with FCC rules or connected through registered protective circuitry. Additional protective equipment, if needed, shall be employed at the customer's expense.
- C. The customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The customer shall ensure that his terminal equipment is properly interfaced with the Company's facilities, that the signal emitted into the Company's facilities are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other customers.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.18. Terminal Equipment (Continued)

D. If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, the Company may, upon written notice, terminate the customer's service immediately.

E. The customer shall not remove, dismantle, modify, repair, or otherwise tamper with any the Company-owned terminal equipment, microprocessors or microprocessor call accounting system ("the Company Equipment"). Customer shall be liable for any loss or damage to the Company Equipment from fire, flood, storm, negligence, or other actions of the customer or any third party, or from any cause whatsoever, other than the actions of the Company, normal wear and tear resulting from the proper use of the Company Equipment excepted. The customer shall, at reasonable times, provide the Company access to its premises for the purpose of installing, maintaining, inspecting and removing the Company equipment.

2.19. Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates listed in Section 4 herein.

2.20. Employee Concessions

Should an employee leave the employ of the Company, such employee's telephone service from the Company will be discontinued upon five days notice. Such employee may reapply for service as a customer in the manner set forth herein.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.21. Affiliates

Affiliated or commonly controlled companies or organizations, or different offices of the same organization may be aggregated together for purposes of determining the applicability of monthly charges, usage charges and volume discount if billed to one account number.

2.22 9-1-1 Requirements

- A. The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.
- B. At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.
- C. The Company will be obligated to provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.
- D. The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental entity.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.23 Toll Free Services

- A. The Company's toll free 8XX Service arrangement is an inward calling switched service which permits a call to be completed at the Customer's location without charge to the calling party. Access to the service is gained by an end user dialing a 10 digit telephone number (e.g., 800+NXX-XXXX) which will terminate at the Customer's location.
- B. The Company will make every effort to reserve toll free 8XX vanity numbers upon a Customer's request, but makes no guarantee that the requested number(s) will be available.
- C. The Company will participate in porting toll free numbers only when all charges incurred by the Customer have been paid.
- D. Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- E. If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available to another Customer.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.24 Demarcation Points

A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point. The Customer is responsible for the completion of services beyond the Company's local loop demarcation point. Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intra-building network cable (INC), if any, provided by the building owner. Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.
2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.24 Demarcation Points (Continued)

B. Local Loop Demarcation Point (Continued)

4. Exceptions:

- (a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
- (b) Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.
- (c) Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.
- (d) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
- (e) Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to inter-exchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.24 Demarcation Points (Continued)

C. INC Demarcation Point

1. The Intra-building Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
3. Where there is no intra-building network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

D. Inside Wire Demarcation Point

1. The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.24 Demarcation Points (Continued)

E. Continuous Property

1. Continuous Property is land, which is:
 - (a) wholly owned by a single individual or entity, regardless of whether the owner leases to all or a portion(s) of the property to another; and
 - (b) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare or the property of another.
2. There are three basic types of Continuous Properties:
 - (a) Single -tenant commercial in which one owner or tenant occupies all building.
 - (b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
 - (c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis. Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common do not constitute Continuous Property.
3. Continuous Property
 - (a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
 - (b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.

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VIII. General Rules (Continued)

SECTION 2 – REGULATIONS (Continued)

2.24 Demarcation Points (Continued)

E. Continuous Property (Continued)

4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.
5. The INC and Inside Wire Demarcation Points are located as described above.
6. At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings. This paragraph is not intended in any way to waive the unbundling of INC in each building.

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VIII. General Rules (Continued)

SECTION 3 – GENERAL DESCRIPTION OF SERVICES

3.1. Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by BellSouth Telephone Company.

3.2. Timing of Calls

The customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. A call is terminated when the switch determines the calling party hangs up.

3.3. Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia Technologies in their NPA-NXX V&H Coordinate Tables.

Formula:
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES

4.1. Long Distance

Rates and regulations for the Company's Access Services may be found in the Company's South Carolina Tariff No. 2.

4.2 Standard Service Features

Standard features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability and some features may not be available with all classes of service. Transmission levels may not be sufficient in all cases. Central Office Calling Features are optional features of central office services furnished to individual line end users. The Company may furnish Central Office Calling Features where there is available central office equipment with the proper program updates as determined by the Company. Central Office Calling Features are only provided for basic access line services. The Customer will be billed a Service Order charge for each change or set-up of each occurrence a feature or group of features is added to the Customer's service.

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (CONT'D)

4.3 Directory Assistance Service

A. Description

1. Local Directory Assistance

Local Directory Assistance is a service where customers may request listing information for areas within their LATA or home NPA. There are no call allowances with Local Directory Assistance.

2. National Directory Assistance

National Directory Assistance is a service where customers may request listing information for areas outside their LATA or home NPA. There are no call allowances with National Directory Assistance.

B. Regulations

A Directory Assistance Charge will apply for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

1. Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).
2. Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
3. Customer experiences poor transmission or is cut-off during the call.

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.3 Directory Assistance Service (Continued)

C. Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Directory Assistance Calls (two requests per call)	Rate
Local Directory Assistance	\$ TBD
National Directory Assistance	\$ TBD

The following surcharges will be applied to all Directory Assistance calls on a per call basis:

Operator Assisted Surcharges	Rate
Third Number Billing	\$ TBD
Collect Calling	\$ TBD
Person to Person	\$ TBD
Station to Station	\$ TBD
Line Status Verification	\$ TBD
Busy Line Interrupt	\$ TBD

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.4 Directory Listing Service

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

4.4.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

4.4.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

4.4.3 Additional Listing

Additional listings are confined to the names of those who are entitled to use the customer's service.

4.4.4. Toll-Free Directory Listings

Where available, a listing which references the Toll Free Number for a Business customer will be made available. A one-time charge per toll-free number applies to set up this listing.

4.4.5. Straight Line Under Directory Listing

A business listing where one or more listings are indented under an original listing of the same customer without repetition of the name.

4.4.6 Caption and Subcaption Directory Listings

Two or more business listings may be placed under a caption consisting of the name of the customer or of any of the parties which the customer is entitled to list together with a designation or title where the name is not indicative of the business or profession. One or more subcaptions may be furnished under a caption, each subcaption consisting of a directive heading which serves to identify two or more listings placed thereunder, where this grouping is necessary for the proper routing of calls.

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.4 Directory Listing Service (Continued)

4.4.7 Rates and Charges

To Be Determined.

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.5 Inside Wire Maintenance

Inside wire maintenance provides for the payment by the Company for Customer Premise visits and repairs to facilities within the subscribing Customer's premises. Facility testing and repair on the non-telephone company side of the network interface device (NID) at the Customer's premises are otherwise the responsibility of the Customer.

Service Plan	Monthly Rate (per account)
TBD	TBD

1. Exclusions

Inside Wire Maintenance does not cover the following:

- (a) vendor charges for travel time, material fees or labor;
- (b) charges associated with moves and/or new installations;
- (c) charges related to repairs resulting from damages incurred by partial destruction events, including destruction caused by rodents, riots, fire or floods;
- (d) charges for repairs required due to gross negligence by the Customer or any third party;
- (e) charges for repair to wiring that extends from the Customer provided equipment to desktop telephone sets;
- (f) charges for repairs to Customer provided telephone sets or any other Customer provided equipment.

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 4 -- LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

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SECTION 4 – LOCAL AND LONG DISTANCE SERVICES (Continued)

4.6. Local Services and Rates (Cont'd)

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4.6. Local Services and Rates (Cont'd)

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VIII. General Rules (Continued)

SECTION 5 – EXCHANGE ACCESS SERVICES

Rates and regulations for the Company's Access Services may be found in the Company's South Carolina Tariff No. 2.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE

6.1. General

- A. Customer Owned Pay Telephone (COPT) Service is a 1-party exchange service equipped for touch-tone signaling, and is the only service authorized for connection with customer-provided pay telephone equipment.
- B. COPT Service can be either a two-way or one-way originating business exchange access line composed of the serving central office line equipment, all outside plant facilities needed to connect the serving central office with the customer/subscriber premises, and the network interface. 900/976-call restriction are provided at no additional charge. 900/976-call restriction restricts calls to these pay-per-call information services to only those calls which are alternately billed.

6.2. Responsibilities of the COPT Customer

- A. All customer-provided COPT stations shall have the following minimum features:
 - 1. Touch dialing
 - 2. Ability to access 9-1-1 Emergency Service (where available) and “0” operator (“0-minus”) without prior insertion of coins or credit card, to place calls to public safety agencies (i.e., police, fire, rescue) or to access such agencies directly, without prior insertion of coins or credit card.
 - 3. Compliance with statutes or rules concerning the use of COPT stations by disabled persons, such as handicapped in wheel chairs or the hearing impaired.
 - 4. Ability to complete both local and long-distance calls (upon payment of applicable charges).
 - 5. A program which would not limit the duration of a local message, so long as the user continues to pay applicable charges, through deposit of additional coins or otherwise.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.2. Responsibilities of the COPT Customer (Continued)

A. (Continued)

6. An informational message in, on, or adjacent to, each pay telephone, by voice recording, visual display, explaining the general operation of the pay telephone, dialing instructions for obtaining emergency assistance, the owner's name, the method of reporting service problems and the method of receiving a credit for a faulty call.
- B. All COPT customers must be authorized and hold a Certificate of Public Convenience and Necessity to Provide Customer Owned Coin Operated Telephone Service Within The State Of South Carolina issued by the South Carolina Public Service Commission.
- C. No person, business, government or entity of any type will be permitted to subscribe to COPT service where such service is being used primarily for the purpose of placing directory assistance calls. If such COPT service is installed, and it is subsequently discovered by the Company by whatever means, that such service is being used primarily for the purpose of placing directory assistance calls, such service will be disconnected after giving the customer a written 20-day notice of violation and disconnection. The Company further reserves the right to refuse to connect, or re-connect, such COPT service at such premises in the future.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.2. Responsibilities of the COPT Customer (Continued)

- D. The COPT customer shall sign an agreement to indemnify and hold the Company harmless from any and all loss, damage and expense occasioned by, or arising out of, claims for injury to persons or damage to property caused by, or contributed to, by the provision of detailed toll billing records to the Customer by the Company, which includes, but is not limited to, any disclosure of said detailed toll billing records by the Customer. Detailed toll billing records include only toll calls billed by the Company. The COPT service telephone number will be omitted from the directory and directory assistance records at no additional charge.
- E. The COPT customer shall be responsible for the installation, operation and maintenance of the PTEAS used in connection with this service.
- F. The COPT customer shall be responsible for the payment of Service Connections, Moves and Changes charges as provided for in Section 7 of this tariff. The Customer is responsible for visits by a Company dispatched technician to the Customer's premises when a service difficulty or trouble report results from the use of COPT service and the maintenance/repair call is authorized by the owner or agent.
- G. The COPT customer is responsible for the payment of charges for all local and toll messages.
- H. The COPT customer must comply with all applicable federal, state and local laws and regulations.
- I. A pay telephone must be registered in compliance with Part 68 of the FCC's Registration Program or connected behind an FCC registered coupler.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.3. Responsibilities of the Company

- A. At the customer's request, a primary listing will be provided at no charge in the local telephone directory for the exchange where the service is provided.
- B. The Company will not initiate a maintenance service call or take any other action in response to a trouble report on a COPT line until such time as requested by the pay telephone owner or its agent. The pay telephone owner must keep the Company advised of the identity of the pay telephone owner or agent authorized to request a maintenance service call.
- C. The Company will provide directory assistance service under the provisions of this Tariff. However, the Company is not required to provide such service to COPT lines accessible to inmates of confinement facilities.

6.4. Call Screening and Services

A. Billed Number Screening (BNS)

- 1. BNS is provided at the customer's option at no charge. It is a process by which the Carrier (LEC, IXC, OSP, etc.) validates customer acceptance of incoming Billed to Third Party or Collect calls by means of a data base query.
- 2. Customers who elect not to subscribe to Billed Number Screening, as described in paragraph A.1. preceding, will be fully responsible for all collect calls and third number billed calls which are billed to customer's exchange access line. nii communications shall have no responsibility to adjust any such charges and/or release customer from paying such charges. Customer will hold nii communications harmless from and against any liability or loss resulting from all such collect calls and third number billed calls.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.4. Call Screening and Services (Continued)

B. Selective Class of Call Screening (SCOCS)

1. General Description of SCOCS

SCOCS is an optional service feature which may be provided where such facilities are available. It enables a customer, by means of a Company-provided line screening code to restrict outgoing operator handled calls from a designated access line to only those calls which are charged to the called number (Collect), a third number or a Calling Card account.

SCOCS is only effective where (1) nii communications carries the call, or (2) the carrier (LEC, IXC, OSP or other entity) which carries the call recognizes the originating line screening which identifies the line as one that subscribes to SCOCS and only permits calls in conformity therewith.

However, if the customer subscribes to SCOCS, the customer will not be responsible for message charges incurred for calls placed in violation of the call screening restrictions. If a carrier for which the Telephone Company is the billing agent carries a call from a line subscribed to SCOCS, the Telephone Company will adjust such message when the customer brings the situation to the Telephone Company's attention. Such message charges will be charged back as uncollectible to the carrier.

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VIII. General Rules (Continued)

SECTION 6 -- CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.4. Call Screening and Services (Continued)

B. Selective Class of Call Screening (SCOCS) (Continued)

2. Types of SCOCS

Originating line screening for a designated PTEAS access line can be arranged by providing one of the three following types of SCOCS.

(a) Type I: Basic SCOCS

An outgoing call will not be permitted unless the end user makes arrangements to have the call billed to a called telephone number (Collect Call), a third telephone number, or a Calling Card account.

(b) Type II Collect Only-Inmate calls

Under this arrangement only an outgoing call billed to a called telephone number (Collect Call) is permitted.

(c) Type III: Coinless Only SCOCS

An outgoing call will not be permitted unless the end user makes arrangements to have the call billed to a called telephone number (Collect Call), a third telephone number, or a Calling Card account.

3. SCOCS Regulations

(a) No variation, alteration or refashion of the screening codes, billing restrictions, applicable access or other general provision of SCOCS will be permitted.

(b) In those serving central offices where call screening is not available, the Company will not bill any call, including, but not limited to, third number billed, collect, "0" or "0+" calls to a number which has been clearly identified as a pay telephone to the Company-provided operator at the time of the call attempt. However, nii communications will not be responsible for refunds or adjustment of charges for calls placed through other than Company-provided operators.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.4. Call Screening and Services (Continued)

B. Selective Class of Call Screening (SCOCS) (Continued)

3. SCOCS Regulations (Continued)

(c) All local calls and calls to Telephone Company numbers such as repair service, Directory Assistance Services and to public emergency numbers, such as 911, will be permitted from the COPT access line. However, these requirements may be waived when pay telephones are accessible to inmates in confinement facilities.

(d) Customers who elect not to subscribe to Selective Class of Call Screening, as described in paragraph 6.4.B.1. preceding, will be fully responsible for all calls billed to customer's exchange access line. The Company shall have no responsibility to adjust any such charges and/or release customer from paying any such charges. The Customer will hold the Company harmless from and against any liability or loss resulting from all calls billed to customer's exchange access line.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.4. Call Screening and Services (Continued)

C. Central Office Call Blocking

1. Local and "1+" call blocking provides central office blocking of all local calls (7 digit) and direct dialed toll calls from coinless telephones. However, a uniform access code 950-XXXX assigned to a carrier for its international communications is not blocked but is routed to that carrier. The calls blocked include, but are not limited to, "1+", "10XXX+1", "10XXX+011", "101XXXX+1" and "101XXXX+011" type calls. This service is offered in serving offices where facilities exist.
2. International Direct Dialed (IDD) call blocking is an optional service arrangement which provides central office blocking of direct dialed international calls ("011", "10XXX+011" and "101XXXX+011") from coin operated telephones to telephone numbers outside the North American Dialing Plan. This service is offered in serving offices where facilities exist.

Customers who elect not to subscribe to IDD call blocking shall be responsible for the payment of all charges associated with IDD calls and shall indemnify and hold nii communications harmless from any and all loss and expense occasioned by fraudulent international calls which may be placed from the COPT access line.

D. Answer Supervision - Line Side

Answer Supervision-Line Side provides "off-hook" supervisory signals to customer premises equipment. These signals originate from the "called" party's serving (terminating) central office to a line interface at the "calling" party's serving (originating) central office. This feature provides the signal that allows billing to begin. This feature is not compatible with the Call Waiting, Speed Calling and Three-Way Calling features when provided Selective Class of Call Screening.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.5 Violation of Regulations

- A. If a COPT customer is in violation of a tariff provision, the Company will notify the COPT customer of the violation in writing. Such notice must refer to the specific tariff provisions being violated. The notice must state that the COPT customer is subject to disconnection by the Company of the instrument(s) in violation of the tariff unless the violation is corrected and the Company is notified, in writing, within 20 days of receipt of such notice that the violation has been corrected. The Company may disconnect the instrument(s) that are in violation of the tariff on or after the 20th day after receipt of the notice by the COPT customer, if the COPT customer did not notify the Company in writing within 20 days of receipt of the notice that the violation was corrected. However, if the COPT customer has filed a complaint with the Commission regarding the disconnection and has the Company with a copy of the complaint that indicates that the complaint has been filed with the Commission's complaint office, within 20 days of receipt of the notice of violation the Company will not disconnect the instrument/s pending resolution of the complaint by the Commission.
- B. Where a pay telephone is discovered to be connected to the network and is being billed under any tariff other than the COPT section of this tariff, the Company will back-bill the difference between the COPT rate for 6 months, and the rate the Customer actually paid, unless the Customer can show that the pay telephone instrument was connected at a later date, in which case the back-billing shall run from the date of connection.
- C. If a customer fails to pay the amount back-billed pursuant to the above-stated provision, the Company may suspend service on the COPT access line and on any other business service provided by the Company to the COPT customer, until such time as the back-billed amount is paid in full.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.6 Rates and Charges

A. Exchange Access Line:

PRODUCTS AND RATES TO BE DETERMINED

RESERVED FOR FUTURE USE

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.6 Rates and Charges

B. Exchange Access Line:

RESERVED FOR FUTURE USE

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.6 Rates and Charges

B. Selective Class of Call Screening:

Selective Class of Call Screening is provided, at the customer's option, at the following one-time charges per COPT access line:

Description	Nonrecurring Charge
Type I, Basic, per line	
2-way Service	TBD
1-way Service	TBD
Type II, Collect Only – Inmate, per line	
1-way service	TBD
Type III, Coinless Only, per line	
2-way	TBD
1-way	TBD

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.6 Rates and Charges (Continued)

C. Service Connection and Other Charges

1. Rates and Charges contemplate only a standard business local exchange access line service installation.
2. Service Connection Charges, specified in Section 7 of this tariff for standard business exchange access lines, apply in addition to all other charges in this Tariff for COPT services.
3. Where Touch-tone Service, Custom Calling Service and/or other services are desired, charges as specified in the appropriate sections of this tariff are applicable for COPT service at the same rates and charges applicable to standard business exchange access lines.
4. Charges for long distance directory assistance calls, as provided by Other Common Carriers and not by the Company, will be at rates and charges specified by such Other Common Carriers.
5. Charges and rates for long distance message telecommunications service, as provide by the Company, will be as specified in Section 4 of this tariff. Charges for such long distance service, as provided by Other Common Carriers and not the Company, will be at rates and charges specified by such Other Common Carriers.
6. COPT service with IDD blocking - a one-time charge of \$10.00 will be imposed on the customer under the following conditions:
 - (a) When either a 1-Way or 2-Way PTEAS access line with IDD blocking is initially installed.
 - (b) When, upon customer request, an existing 1-Way or 2-Way PTEAS access line incurs subsequent activity to install or remove IDD blocking.

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VIII. General Rules (Continued)

SECTION 6 – CUSTOMER OWNED PAY TELEPHONE
EXCHANGE ACCESS SERVICE (Continued)

6.6 Rates and Charges (Continued)

D. International Direct Dial

As described in paragraph C.2. preceding, the customer may subscribe to the International Direct Dial (IDD) Feature for an additional charge. This feature will be available where appropriate Telephone Company facilities exist.

	Nonrecurring Charge
International Direct Dial Per Public Access Line	TBD

E. Answer Supervision - Line Side

Answer Supervision-Line Side will be provided, at the customer's option, at the following charges per COPT service access line:

	Monthly Charge	Nonrecurring Charge
Answer Supervision – Line Side	TBD	TBD

F. Billed Number Screening

Billed Number Screening (BNS) will be provided, at the customer's option, at the following charges per COPT service access line:

	Monthly	Nonrecurring Charge
Billed Number Screening, per line	TBD	TBD

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VIII. General Rules (Continued)

SECTION 7 -- SERVICE CONNECTIONS, MOVES AND CHANGES

7.1 General

A. The charges specified in this section for the connection, move or change of service contemplate work being performed by nii communications employees or their authorized agents involved at a time when overtime wages do not apply.

B. If the customer requests that overtime labor be performed at hours of the day or days of the week other than normal work hours or days, or on holidays, or interrupts work once begun, an additional charge based on the additional costs involved may apply.

C. Definition of Service Charges

The term "Service Charge" represents one of the following work functions necessary to perform a service connection, inside move or change for a business or residence class of service customer:

1. Service Ordering Charge

Receiving, recording and processing information in connection with a customer request for service. One Service Ordering Charge is applicable per customer request, per due date, per account. However, when multiple service orders are required for nii communications reasons, only one Service Ordering Charge applies.

2. Trip Charge

When it is necessary to travel to the customer's premises, one Trip Charge is applicable per customer request, per due date, per premises. When more than one trip to the customer's premises is necessary for nii communications reasons, only one Trip Charge is applicable.

3. Central Office Access Charge

Work associated with the line extending from the serving central office to the customer's premises. It includes, but is not limited to, central office connections, cable cross-connections, and connecting or moving the drop wire or protector block.

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VIII. General Rules (Continued)

SECTION 7 – SERVICE CONNECTIONS, MOVES AND CHANGES (Continued)

7.1 General (Continued)

C. Definition of Service Charges (Continued)

4. Account

For this section of the tariff only, a customer's account refers to the record relating to the customer's service or equipment billed to a telephone number. Service may be all on one premises or extending to other premises as long as it is part of his main telephone system and billed to the main telephone number.

D. Service charges are in addition to other rates and charges normally applying under this tariff. They apply in addition to construction charges made because of unusual costs in establishing service and are not in lieu of mileage charges.

E. For regulations covering the payment of service charges, see Section 2.8 of this tariff.

F. A maintenance of service charge will apply in those instances where nii communications or their authorized agent makes a repair visit to the customer's premises and the service difficulty or trouble is not on the nii communications administered side of the demarcation point.

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VIII. General Rules (Continued)

SECTION 7 – SERVICE CONNECTIONS, MOVES AND CHANGES (Continued)

7.2. Charges

A. Service Ordering Charges

1. New Installations

Apply one Service Ordering Charge to orders involving the installation of new telephone service at a customer's premises. Different rates apply to installations of BRI (Basic Rate Interface) and DID (Direct Inward Dialing) applications (see paragraph 7.2.E.).

2. Moving Existing Service

Apply one Service Ordering Charge to orders involving transfers of telephone service from one premises to another, or from one location to another on the same premises.

3. Reconnection of Service

Where existing service is reconnected without change and a trip to the customer's premises is not required, one Service Ordering Charge is applicable for the entire system. If there is a number change, a Central Office Access Charge per line is applicable. If there is a break in the continuity of service, a Service Ordering Charge and a Central Office Access Charge per line are applicable. Trip charges, if performed, are also applicable. No other service charges are applicable.

4. Temporary Suspension of Service

Apply a Service Ordering Charge per request, per due date, per account, for the temporary suspension of service at the customer's request or to change the telephone number to which suspended service calls are referred.

5. Hunting Line Service Change

Apply a Service Ordering Charge per request, per due date, per account, to establish or to change from one type of hunting line service to another type or to rearrange central office hunting lines. Central office hunting lines are identified as, but not limited to, Series Hunting, Circle Hunting, Preferential Hunting and Multi-Line Hunting.

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VIII. General Rules (Continued)

SECTION 7 – SERVICE CONNECTIONS, MOVES AND CHANGES (Continued)

7.2. Charges (Continued)

A. Service Ordering Charges (Continued)

6. Number Change

Apply a Service Ordering Charge per request, per due date, per account, for a telephone number change. This charge applies only to changes made for the customer's convenience.

5. Change Class, Grade or Scope of Service

Apply a Service Ordering Charge per request, per due date, per account, to change class or grade of service, change calling scope or to reassociate a party line customer from one party line to another.

6. Telephone Answering Service Termination

Apply a Service Ordering Charge when a customer subscribes to telephone answering service and the main service or an extension of the main service terminates in concentrator equipment in the central office. If the extension terminating in the concentrator is connected at the same time as the main service, one Service Ordering Charge and one Trip Charge would be applicable for the entire order.

7. Work at Customer Premises

Apply one Service Ordering Charge per request, per due date, per account, when work is required at the customer's premises.

8. Service to Customer Provided Equipment

Apply a Service Ordering Charge per request, per due date, per account, to arrange for the connection of or change to customer provided equipment.

9. Conversion of Pay Telephone Access Line

Apply a Service Ordering Charge per request, per due date, per account, to convert an existing Pay Telephone Exchange Access Line.

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VIII. General Rules (Continued)

SECTION 7 – SERVICE CONNECTIONS, MOVES AND CHANGES (Continued)

7.2. Charges (Continued)

B. Trip Charges

1. Work at Customer Premises

Apply one Trip Charge per request, per due date, per premises, when work is required at the customer's premises.

2. Transfers of Telephone Service

Apply one Trip Charge to orders involving transfers of telephone service from one premises to another, or from one location to another on the same premises.

3. Connection or Change of Equipment

Apply one Trip Charge per request, per due date, per premises, to arrange for the connection of or change to customer provided equipment.

C. Central Office Access Charges

1. Apply one Central Office Access Charge per exchange access line or PBX trunk connected or changed.
2. Apply 50% of the Central Office Access Charge per request for the temporary suspension of service at the customer's request.
3. Apply one Central Office Access Charge per line when changing grade of service, changing calling scope or re-association of party line customers to a different party line.
4. Apply one Central Office Access Charge per request to establish, change from one type of hunting to another, or rearrange central office hunting lines, regardless of the number of lines involved. Central office hunting lines are identified as, but not limited to, Series Hunting, Circle Hunting, Preferential Hunting and Multi-Line Hunting.
5. Apply the equivalent of a Complex Central Office Access Charge when a customer subscribes to telephone answering service and the main or an extension of the main service terminates in concentrator equipment in the central office.

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VIII. General Rules (Continued)

SECTION 7 – SERVICE CONNECTIONS, MOVES AND CHANGES (Continued)

7.2. Charges (Continued)

C. Central Office Access Charges (Continued)

6. Apply one Central Office Access Charge per line when the telephone number is changed for customer convenience.
7. Apply one Central Office Access Charge to establish, re-establish or change an Integrated Services Network Component.

D. Service Charge Rates

	Standard ¹		Complex ²
	First	Additional	
Service Ordering Charge ^{3 4}			
Primary	TBD	TBD	TBD
Secondary	TBD	TBD	TBD
Trip Charge ⁴	TBD	TBD	TBD
Central Office Access Charge ⁴	TBD	TBD	TBD

1. Standard residence and business service - residence or business service furnished by means of a line terminating only in service such as non-button or one-button (non-key) telephone instruments.
2. Complex service charges apply to work associated with various nii communications provided complex services.
3. Primary and secondary Service Ordering Charges:
 - (a) Primary - primary charges apply on New Connect, Change of Address (Moves) and Number Change type order activity of the billing telephone number, or the bill on telephone number.
 - (b) Secondary - secondary charges apply on all other order activity (if appropriate)
4. Standard Service Order, Central Office Access and Trip Charges apply to activity on network access lines terminating in customer provided equipment

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VIII. General Rules (Continued)

SECTION 8 – LOCAL CALLING AREAS

8.1 Local Calling Scopes

Exchange	UNE Zone	Additional Exchanges
Aiken	2	Bath, Beech Island, Graniteville, Jackson, New Ellenton, North Augusta
Allendale	3	Barnwell, Fairfax
Anderson	1	Belton, Honea Path, Pelzer, Pendleton, Starr-Iva, Williamston
Antioch	N/A	Blacksburg, Grover, NC, Kings Mountain, NC, Shelby, NC
Bamberg	2	Denmark, Ehrhardt, Orangeburg
Barnwell	3	Allendale, Blackville, Denmark, Williston
Batesburg	3	Pond Branch, Ridge Spring
Bath	1	Aiken, Augusta, GA, Beech Island, Graniteville, Jackson, N. Augusta
Beech Island	1	Aiken, Appling, GA, Augusta, GA, Bath, Harlem, GA, Hephzibah, GA, Jackson, N. Augusta
Belton	2	Anderson, Honea Path, Pelzer, Williamston
Bennettsville	3	Blenheim, Clio, McColl
Blacksburg	3	Gaffney, Grover, NC (includes those exchange access lines in Antioch, SC which are part of the Grover, NC exchange), Hickory Grove
Blackville	3	Barnwell, Denmark, Williston
Blenheim	3	Bennettsville, Clio, McColl
Blue Ridge	1	Greenville, Greer, Lyman, Travelers Rest
Camden	3	Bethune
Central	2	Clemson, Easley, Liberty, Pickens, Six Mile

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VIII. General Rules (Continued)

SECTION 8 – LOCAL CALLING AREAS (Continued)

8.1 Local Calling Scopes (Continued)

Exchange	UNE Zone	Additional Exchanges
Chapin-Little Mountain	1	Newberry, Prosperity, Chapin-Little Mountain South
Chapin-Little Mountain South	1	Columbia, Chapin-Little Mountain North
Charleston	1	Folly Beach, Hollywood, Isle of Palms, Mt. Pleasant, Sullivan's Island, Summerville
Cheraw	3	Chesterfield, Patrick
Clemson	2	Central, Pendleton, Seneca, Six Mile
Clinton	3	Joanna, Laurens, Laurens Rural
Clio	3	Bennettsville, Blenheim, McColl
Clover	2	Gastonia, NC (including those exchange access lines located in Mill Creek, SC and vicinity which are part of the Gastonia, NC exchange), Lake Wylie West, South Crowders Creek, NC, York
Columbia	1	Chapin-Little Mountain South, Eastover, Lexington
Cowpens	1	Spartanburg
Darlington	1	Florence, Hartsville, Lamar, Society Hill, Timmonsville
Denmark	3	Bamberg, Barnwell, Blackville, Olar
Dillon	3	Dillon, NC, Florence, Lake View, Latta
Easley	1	Central, Greenville, Libery, Pickens, Six Mile
Eastover	1	Columbia
Edgefield	3	Johnston
Edisto Island	3	None
Florence	1	Darlington, Hartsville, Lamar, Marion, Mullins, Nichols, Pamplico, Society Hill, Timmonsville

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VIII. General Rules (Continued)

SECTION 8 – LOCAL CALLING AREAS (Continued)

8.1 Local Calling Scopes (Continued)

Exchange	UNE Zone	Additional Exchanges
Folly Beach	1	Charleston, Isle of Palms, Mt. Pleasant, Sullivans Island
Fountain Inn	1	Greenville, Simpsonville
Gaffney	3	Blacksburg
Graniteville	2	Aiken, Bath, North Augusta, portion of Beech Island located within the property boundaries of the Savannah River Site
Greenville	1	Blue Ridge, Easley, Fountain Inn, Greer, Liberty, Pickens, Piedmont, Simpsonville, Travelers Rest
Greer	1	Blue Ridge, Greenville, Lyman
Hartsville	1	Darlington, Florence, Lamar, McBee, Patrick, Society Hill, Timmons ville
Hickory Grove	3	Blacksburg, Sharon, York
Honea Path	2	Anderson, Belton, Due West
Isle of Palms	1	Charleston, Folly Beach, Mt. Pleasant, Sullivans Island
Joanna	3	Clinton, Laurens, Laurens Rural
Johnston	3	Edgefield, Ridge Spring
Jonesville	3	Pacolet, Union
Lake View	3	Dillon, Dillon, NC, Florence, Latta

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VIII. General Rules (Continued)

SECTION 8 – LOCAL CALLING AREAS (Continued)

8.1 Local Calling Scopes (Continued)

Exchange	UNE Zone	Additional Exchanges
Lake Wylie	2	Charlotte, NC, Clover, Gastonia, NC (includes those exchange access line located in Mill Creek, SC, and vicinity which are part of the Gastonia, NC, exchange) Lake Wylie, South Crowders Creek, NC, York
Lake Wylie West	2	Clover, Gastonia, NC (includes those exchange access line located in Mill Creek, SC, and vicinity which are part of the Gastonia, NC, exchange) Lake Wylie, South Crowders Creek, NC, York
Latta	3	Dillon, Dillon, NC, Florence, Lake View
Liberty	2	Central, Easley, Greenville, Pickens, Six Mile
Lyman	1	Blue Ridge, Greer, Inmanm Spartanburg
Marion	2	Florence, Mullins, Nichols
McColl	3	Bennettsville, Blenheim, Clio
Mill Creek	N/A	Belmont, NC, Bessemer City, NC, Clover, Gastonia, NC, Kings Mountain, NC, Lake Wylie, Lake Wylie West, Lowell, NC, Mt. Holly, NC, South Crowders Creek, NC, Stanley, NC
Mt. Pleasant	1	Charleston, Folly Beach, Isle of Palms, Sullivans Island
Mullins	2	Florence, Floyds, Marion, Nichols
Newberry	3	Chapin-Little Mountain North, prosperity, Whitmire
New Ellenton	2	Aiken, Jackson, portion of Beech Island located within the property boundaries of the Savannah River Site
Newtonville	N/A	Gibson, NC, Laurel Hill, NC, Iarburg
Nichols	2	Florence, Floyds, Marion, Mullins

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VIII. General Rules (Continued)

SECTION 8 – LOCAL CALLING AREAS (Continued)

8.1 Local Calling Scopes (Continued)

Exchange	UNE Zone	Additional Exchanges
Pickens	2	Central, Easley, Greenville, Liberty, Six Mile
Piedmont	1	Greenville
Prosperity	3	Chapin-Little Mountain North, Newberry
Rowland	N/A	Fairmont, NC, Lumberton, NC, Maxton, NC, Parkton, NC, Pembroke, NC, Red Springs, NC, Rowland, NC, St. Pauls, NC
Salem	2	Seneca, Walhalla, Westminster
Seneca	2	Clemson, Salem, Walhalla, Westminster
Sharon	3	Hickory Grove, York
Six Mile	2	Central, Clemson, Easley, Liberty, Pickens
Society Hill	2	Darlington, Florence, Hartsville
Spartanburg	1	Chesnee, Cowpens, Enoree, Inman, Lyman, Pacolet, Woodruff
Springfield-Salley	3	Wagener
St. George	3	Harleyville
Sullivan's Island	1	Charleston, Folly Beach, Isle of Palms, Mt. Pleasant
Summerville	1	Charleston
Timmonsville	1	Darlington, Florence, Hartsville, Lamar
Travelers Rest	1	Blue Ridge, Greenville
Union	3	Jonesville, Lockhart
Walhalla	2	Salem, Seneca, Westminster
Westminster	2	Salem, Seneca, Walhalla
Whitmire	3	Newberry
Williamston	2	Anderson, Belton, Pelzer
York	2	Clover, Hickory Grove, Lake Wylie, Lake Wylie West, Rock Hill, Sharon, South Crowders Creek, NC

Issued:

Effective:

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